

THE HONORABLE MARSHA J. PECHMAN

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

HUONG HOANG, an individual,

Plaintiff,

VS.

AMAZON.COM, INC., a Delaware corporation, and IMDB.COM, INC., a Delaware corporation,

Defendants.

No. 2:11-cv-01709-MJP

**SECOND AMENDED
COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF WITH
JURY DEMAND**

Plaintiff Huong Hoang, by and through her undersigned counsel, states as follows upon actual knowledge with respect to herself and her own acts and upon information and belief as to all other matters complained of against defendants Amazon.com, Inc., a Delaware corporation (“Amazon”) and IMDb.com, Inc., a Delaware corporation (“IMDb”), (collectively, “Defendants”):

I. NATURE OF THE CASE

1. Amazon is one of the leading Internet companies in the country. Through its wholly-owned subsidiary, IMDb, Amazon provides free access to the world's largest "Internet Movie Database" at the website www.imdb.com. The Internet Movie Database is a very handy resume tool for employers in the film and television industry as it attempts to list every

1 production upon which a writer, performer or crew member has ever worked. Likewise, up-and-
 2 coming entertainment professionals rely on the exposure provided by the Internet Movie
 3 Database to seek employment opportunities in the entertainment industry.

4 2. Through IMDb, Amazon also offers a subscription service called “IMDbPro,”
 5 which provides “industry insider” information to paying customers. In order to subscribe to
 6 IMDbPro, Amazon requires consumers to submit detailed personal and credit card information,
 7 purportedly for purposes of processing payment for the subscription. IMDbPro consumers also
 8 must accept IMDbPro.com’s Subscriber Agreement and incorporated Privacy Policy (the
 9 “Subscriber Agreement”). It is not possible for a consumer to sign up for IMDbPro without
 10 providing his or her credit card information and accepting the terms of the Subscriber
 11 Agreement.

12 3. The IMDbPro subscription process plainly has great capability to invade the
 13 privacy of the subscribers and misappropriate their personal and credit card information, so
 14 Defendants go out of their way to make consumers feel safe about providing this highly
 15 confidential information. For example, the following information appears on IMDbPro’s
 16 subscription page and/or in the Subscriber Agreement:

- 17 • “We guarantee that every transaction you make at IMDbPro.com will be safe.”
- 18 • “Payment processing is powered by Amazon.com.”
- 19 • “Our secure socket layer (SSL) software is the industry standard and among the best
 software available today for secure commerce transactions. It encrypts all of your
 personal information including credit card number, name and address so that it cannot
 be read as the information travels over the Internet.”
- 20 • “IMDb knows that you care how information about you is used and shared, and we
 appreciate your trust that we will do so carefully and sensibly.”
- 21 • “Further, whenever we deal with user information, we will always comply with
 applicable laws and regulations in doing so.”

22 Defendants thus attempt to assuage privacy concerns, but their statements are vague,
 23 ambiguous, inaccurate and uninformative about Defendants’ actual data collection and

1 information-handling procedures, and mislead consumers into thinking that their personal and
 2 credit card information is safe and will be used solely for purposes of processing payment.

3 4. Little do IMDbPro subscribers know, nor are they likely aware, that Defendants
 4 intercept, store, record, and use the information provided during the subscription process,
 5 including their credit card information, to research and cross-reference public records and other
 6 sources to gather as much information as possible about each individual subscriber, including,
 7 but not limited to, his or her legal name, age, race, gender, personal shopping and spending
 8 habits, and Internet activity, which acts are unknown to and not consented to by the subscribers.

9 5. Subscribers who happen to be one of the millions of people listed in the Internet
 10 Movie Database suffer a substantial further risk of harm of their private, personal information
 11 becoming available to the public at www.imdb.com and other affiliated and unaffiliated websites
 12 that simply copy and republish information posted at www.imdb.com.

13 6. In Plaintiff's case, Defendants were able to and did access Plaintiff's personal and
 14 credit card information by intercepting and recording her confidential electronic communications
 15 without or beyond her consent, further using that information to cross-reference public records
 16 and other sources to obtain, among other things, Plaintiff's legal name, age, date of birth, and
 17 other personal, confidential information, and making some of that unlawfully-obtained
 18 confidential information available to the public at www.imdb.com and other affiliated and
 19 unaffiliated websites.

20 7. By this practice, Defendants committed fraud, breached the terms of the
 21 Subscriber Agreement and Privacy Policy entered into with Plaintiff, and violated Plaintiff's
 22 statutory privacy and consumer protection rights as described herein. Plaintiff brings this action
 23 seeking declaratory, injunctive and monetary relief to redress Defendants' unlawful conduct.

24 **II. JURISDICTION AND VENUE**

25 8. This Court has original jurisdiction over this dispute pursuant to 28 U.S.C. §
 26 1332, because the plaintiff is a citizen of a different state from those of all defendants, and the
 27 amount in controversy exceeds \$75,000.

28 9. This Court has personal jurisdiction over defendant Amazon because it conducts

substantial business in the State of Washington, has its principal place of business in the State of Washington, and contracted with Plaintiff to litigate this dispute in this Court.

10. This Court has personal jurisdiction over defendant IMDb because it conducts substantial business in the State of Washington, has its principal place of business in the State of Washington, and contracted with Plaintiff to litigate this dispute in this Court.

11. The claims alleged in this Complaint arise in the State of Washington and the Western District of Washington and elsewhere.

12. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because both defendants have their principal offices in Seattle and therefore reside in this district, the events or omissions giving rise to Plaintiff's claims occurred in this district, and the parties contracted with each other to have this Court be the venue for any disputes.

III. PARTIES

13. Plaintiff Huong Hoang, a Texas domiciliary, is an actress and an IMDbPro subscriber who became a victim of Defendants' unlawful practices by which they obtained access to and recorded her electronic communications and data without or beyond her knowledge or consent, and whose personal and confidential information was made available to the public via Defendants' public databases and websites without her knowledge or consent.

14. Defendant Amazon is a Delaware corporation with its principal place of business located in Seattle, Washington. Amazon is fully aware of the procedures taken with consumer personal and credit card information, has aided and abetted IMDb's wrongful conduct, and has done nothing to stop that wrongful conduct.

15. Defendant IMDb is a Delaware corporation with its principal place of business located in Seattle, Washington. IMDb is a wholly owned subsidiary of defendant Amazon, and operates the world's largest online entertainment industry database at www.imdb.com.

IV. GENERAL ALLEGATIONS

16. Plaintiff is an actress in the entertainment industry.

17. Being of Asian descent, Plaintiff has a given legal name that is extremely difficult for Americans to spell and pronounce, and is generally not conducive to obtaining employment

1 in the United States and particularly the entertainment industry. Because of this cultural
 2 disadvantage, Plaintiff adopted an Americanized stage name, Junie Hoang.

3 18. Prior to and throughout her acting career, Plaintiff has only and always presented
 4 herself to the public by her American stage name, Junie Hoang, and has exercised extreme care
 5 in maintaining the confidentiality of her true legal name and personal information associated
 6 with her legal name by concealing this information from the public, and never linking or
 7 associating her legal name or personal information with the stage name Junie Hoang.

8 19. As an unknown actress who desired exposure and work in the entertainment
 9 industry, Plaintiff began using the Internet Movie Database in 2003 by entering her acting profile
 10 information into the Internet Movie Database. Over the next several years, Plaintiff's exposure
 11 via the Internet Movie Database directly influenced most, if not all, of her employment
 12 opportunities, credits and earnings.

13 20. To increase her exposure in the industry, in 2008, Plaintiff subscribed to IMDbPro
 14 via the Internet website www.imdbpro.com. In order to subscribe to IMDbPro, Plaintiff was
 15 required to provide, and did provide, detailed personal and credit card information in order to
 16 pay for the subscription, including the legal name, address, and zip code associated with her
 17 credit card.

18 21. Shortly after subscribing to IMDbPro, Plaintiff noticed that her legal date of birth
 19 had been added to her public acting profile in the Internet Movie Database, revealing to the
 20 public that Plaintiff is many years older than she looks.

21 22. In the entertainment industry, youth is king. If one is perceived to be "over-the-
 22 hill," i.e., approaching 40, it is nearly impossible for an up-and-coming actress, such as the
 23 Plaintiff, to get work as she is thought to have less of an "upside," therefore, casting directors,
 24 producers, directors, agents/managers, etc. do not give her the same opportunities, regardless of
 25 her appearance or talent.

26 23. After discovering the public exposure of her legal date of birth in the Internet
 27 Movie Database, Plaintiff contacted IMDb and requested that it remove the date of birth
 28 associated with her public acting profile from the Internet Movie Database.

1 24. IMDb refused, and still refuses to remove the date of birth associated with
 2 Plaintiff's public acting profile from the Internet Movie Database.

3 25. The date of birth currently associated with Plaintiff's acting profile in the Internet
 4 Movie Database is the date of birth associated with Plaintiff's legal name, which Defendants
 5 obtained from the credit card that Plaintiff used to purchase the IMDbPro subscription.

6 26. Prior to subscribing to IMDbPro, there were absolutely no means by which
 7 Defendant IMDb.com could have obtained Plaintiff's legal name or date of birth.

8 27. Upon information and belief, IMDb obtained Plaintiff's date of birth by
 9 performing records searches using the credit card information obtained from Plaintiff during the
 10 IMDbPro subscription process, including, but not limited to, the cardholder name, address and
 11 zip code.

12 28. Upon information and belief, it is Defendants' standard business practice to
 13 routinely intercept, store, record, and further use consumer credit card information obtained
 14 during the subscription process for the purposes of gathering information about subscribers and
 15 enhancing Defendants' business databases, which practice is unknown to and not consented to by
 16 consumers, and is completely beyond the scope of Defendants' Subscriber Agreement, thereby
 17 breaching Plaintiff's statutory and common law rights set forth below.

18 29. Both Defendants are fully aware of the information-gathering, storing, and usage
 19 processes and have done nothing to stop the unlawful and wrongful practices.

20 30. Defendants' actions have had a double-whammy effect on Plaintiff's livelihood.
 21 First, because lesser-known forty-year-old actresses are not in demand in the entertainment
 22 business, Plaintiff has suffered a substantial decrease in acting credits, employment opportunities
 23 and earnings since Defendants' addition of Plaintiff's legal date of birth to the Internet Movie
 24 Database. Second, because Plaintiff looks so much younger than her actual age indicates,
 25 Plaintiff has experienced rejection in the industry for each "forty-year-old" role for which she
 26 has interviewed because she does not and cannot physically portray the role of a forty-year old
 27 woman.

28 31. Unless and until Defendants remove Plaintiff's personal birthday information

from the Internet Movie Database, Plaintiff will continue to suffer ongoing damages.

32. The conduct of the Defendants described herein is unfair, immoral, and unscrupulous, offends public policy, and has no countervailing benefit to consumers or competition when weighed against the harm caused by such practices.

33. Plaintiff has been seriously damaged as a proximate result of, and by, such misconduct as alleged herein in the form of a substantial decrease in annual credits and earnings and an overall diminution in value of Plaintiff's acting services.

34. Defendants' actions were malicious, intentional, oppressive, outrageous, and evidence a complete callous disregard for the rights of Plaintiff.

FIRST CAUSE OF ACTION
(Breach of Contract)

35. Plaintiff repleads and restates as if herein set forth in full all of the allegations of this Complaint.

36. Upon subscribing to IMDbPro, Plaintiff and Defendants entered into a contractual relationship governed by IMDbPro's Subscriber Agreement and incorporated Privacy Policy.

37. Plaintiff performed her part of the agreement by paying for the IMDbPro subscription.

38. Upon information and belief, Defendants used the personal and credit card information provided by Plaintiff during the subscription process to build a consumer profile about Plaintiff for purposes of enhancing the value of Defendants' business databases and other unlawful purposes not known by and not consented to by Plaintiff, thereby breaching the Subscriber Agreement and Privacy Policy.

39. Upon information and belief, Defendants used Plaintiff's personal and credit card information to perform unlawful records searches and then added personal and confidential information about Plaintiff obtained from those unlawful searches to IMDb.com, making Plaintiff's personal and confidential information immediately available to the public at large in violation of Plaintiff's statutory privacy and consumer protection rights as described herein, constituting a breach of the Subscriber Agreement and Privacy Policy.

40. Defendants refuse to remove the unlawfully obtained personal and confidential information from www.imdb.com.

41. Since Defendants added Plaintiff's legal date of birth to the Internet Movie Database in 2008, Plaintiff has experienced a significant decrease in credits, earnings, and employment opportunities.

42. The conduct of the Defendants described herein is unfair, immoral, and unscrupulous, offends public policy, and has no countervailing benefit to consumers or competition when weighed against the harm caused by such practices.

43. Plaintiff has been seriously damaged as a proximate result of, and by, such misconduct as alleged herein in the form of a substantial decrease in annual credits and earnings and an overall diminution in value of Plaintiff's acting services.

44. Plaintiff is entitled to all appropriate relief.

SECOND CAUSE OF ACTION

(Fraud)

45. Plaintiff repleads and restates as if herein set forth in full all of the allegations of this Complaint.

46. Plaintiff purchased products from Amazon.com prior to subscribing to IMDbPro, and alleges that Amazon.com misrepresented in the Privacy agreement available on its website the terms on which Amazon.com would share her user information with IMDb.com (**Exhibit “A”**)

47. For example, Defendant Amazon.com makes at least the following material misrepresentation in its Privacy Notice (**Exhibit “A”**):

- a. "We share customer information only as described below and with subsidiaries Amazon.com, Inc. controls that either are subject to this Privacy Notice or follow practices at least as protective as those described in this Privacy Notice."

48. The representation contained in paragraph 47 above was obtained from archive.org and was posted on Defendant Amazon.com website, www.amazon.com, on April 17, 2005 (See Exhibit "A").

1 49. Upon information and belief, **Exhibit “A”** is one of the operative agreement(s)
 2 between Plaintiff and Defendant Amazon.com that governs whether Amazon.com may share
 3 Plaintiff’s user information with others, and particularly, with Defendant IMDb.com.

4 50. In addition, in the IMDbPro subscriber agreement, privacy policy, and related
 5 subscription information available on IMDb.com’s website (collectively, **Exhibit “B”**),
 6 Defendants materially misrepresent, including by implication and by omission, the safety,
 7 security and purposes for which they gather and use the personal and credit card information of
 8 consumers who subscribe to IMDbPro.

9 51. For example, Defendants made at least the following representations to Plaintiff
 10 on March 25, 2008 via the IMDbPro.com subscription pages on the Internet immediately prior to
 11 her subscribing to IMDbPro:

- 12 a. “All transactions are performed through Amazon.com’s payment infrastructure.”
- 13 b. “Over 30 million customers have safely used the Amazon.com payment
 infrastructure without credit card fraud.”
- 14 c. “We accept all major credit cards and you can safely enter your credit card details
 via our secure server, which encrypts all submitted information.”
- 15 d. “All credit cards are processed through Amazon.com’s secure infrastructure and
 protected by Amazon.com’s Safe Shopping Guarantee, which means that you pay
 nothing if unauthorized charges are made to your card as a result of shopping at
 Amazon.com.”
- 16 e. “Our secure socket layer (SSL) software is the industry standard and among the
 best software available today for secure commerce transactions. It encrypts all of
 your personal information including credit card number, name and address so that
 it cannot be read as the information travels over the Internet.”
- 17 f. “IMDb knows that you care how information about you is used and shared, and
 we appreciate your trust that we will do so carefully and sensibly.”
- 18 g. “If you use our subscription service, we work to protect the security of your
 subscription information during transmission by using Secure Sockets Layer

(SSL) software, which encrypts information you input.”

h. "Further, whenever we deal with user information, we will always comply with applicable laws and regulations in doing so."

52. The representations contained in paragraph 51 above were obtained from archive.org and were posted on Defendant IMDb.com's website, www.pro.imdb.com, as of October 11, 2007 (**See Exhibit "B"**), which is the closest date available prior to Plaintiff's subscription to IMDbPro on March 25, 2008, and these provisions reflect accurately the terms entered into between the parties.

53. Plaintiff has reviewed many IMDbPro Subscriber Agreements and Privacy Policies available via archive.org, both before and after the date on which Plaintiff subscribed to IMDbPro, and has found no substantive difference among the documents. All available evidence strongly indicates that the statements contained in Paragraph 51 above appear in the operative IMDbPro agreement.

54. Plaintiff does not agree that the exhibits annexed to the Declaration of Ashley A. Locke in Support of Defendants' Motion to Dismiss Pursuant to Rule 12(b)(6) (Dkt. 16-1) represent an operative agreement between the parties in this matter; Plaintiff did not and does not rely on such documents to bring her claims, and Plaintiff explicitly rejects that those documents represent the operative agreement in this matter.

55. The operative agreement(s) in this matter are in the possession of the Defendants, who have failed to provide such agreement(s) to Plaintiff.

56. Plaintiff expects to receive the operative agreement(s) from Defendants during discovery.

57. Defendants' representation contained in Paragraph 47 above promises to Plaintiff that Amazon.com will not share her user information with IMDb.com because IMDb.com is not subject to Amazon.com's Privacy Notice nor does it follows practices at least as restrictive as Amazon.com's Privacy Notice (e.g., Plaintiff has alleged that IMDb data-mined her credit card information to find her date of birth, and then published that date of birth on the Internet, which is a much less restrictive practice than those described in Amazon.com's Privacy Notice.)

1 58. Amazon intended, implicitly or explicitly, to share data with IMDb, and this
2 statement was a misrepresentation.

3 59. Defendants' representations contained in paragraph 51 above, combined with
4 their omission of any statement whatsoever about Defendants' intended further uses of consumer
5 personal and credit card information obtained during the IMDbPro and Amazon subscription
6 process, provide consumers, including Plaintiff, with the belief and understanding that consumer
7 personal and credit card information provided to Defendants during the IMDbPro and Amazon
8 subscription process will be used solely for purposes of processing payment to their credit cards
9 by Amazon.com, and therefore constitute misrepresentations.

10 60. Defendants' statements contained in paragraph 51 above, combined with their
11 omission of any statements whatsoever about Defendants' intended further uses of consumer
12 personal and credit card information obtained during the IMDbPro and Amazon subscription
13 process lead consumers, including Plaintiff, to believe that the only risk in providing their
14 personal and credit card data to Defendants is that the information could potentially be
15 intercepted when traveling to Defendants over the Internet, and therefore constitute
16 misrepresentations.

17 61. Defendants' statements and omissions described herein are material because they
18 greatly influence whether consumers, and Plaintiff, will subscribe to IMDbPro or purchase
19 products from Amazon.com.

20 62. Had Defendants disclosed to Plaintiff that they would data mine her credit card
21 information or share it with each other, or that the information would be used for any other
22 purpose than to process payment, she would not have submitted her personal and credit card
23 information to either Defendant at any time, and as a result, Defendants would not have the
24 personal identity information they used to find and publish Plaintiff's date of birth to the world.

25 63. Despite the representations in Paragraphs 47 and 51 above, Defendants were and
26 are keenly aware that they intended to, and do, use such information for other purposes, such as
27 to build consumer profiles for purposes of target marketing and to enhance the value of their
28 databases (data mining), and that Defendant Amazon.com would share its user information with

1 Defendant IMDb.com; therefore Defendants' representations were and are false.

2 64. Despite the representations in Paragraphs 47 and 51 above, Defendants used
 3 Plaintiff's personal and credit card information for purposes other than processing payment,
 4 without Plaintiff's knowledge or consent, and far beyond the scope of use that Plaintiff
 5 understood and consented to when giving such information to Defendants.

6 65. Defendants made and continue to make the above statements and omissions with
 7 the intent to induce consumers to provide their personal and credit card information to
 8 Defendants, which information substantially enhances the value of Defendants' businesses.

9 66. Plaintiff was unaware that Defendants' representations were false and that her
 10 personal and credit card information provided to Defendants during the Amazon.com purchases
 11 and the IMDbPro.com subscription process would not be safe and secure, and would not be used
 12 by Defendants solely for purposes of processing payment.

13 67. Defendants' representations and omissions listed above were a material and
 14 substantial factor in Plaintiff's decision to purchase products from Amazon.com and to subscribe
 15 to IMDbPro, and Plaintiff relied on the truth of such representations and omissions when
 16 purchasing products from Amazon.com and when subscribing to IMDbPro.

17 68. Plaintiff had a right to rely on Defendants' statements when contracting with
 18 Defendants.

19 69. Plaintiff has been seriously damaged as a proximate result of, and by, the
 20 misconduct alleged herein in the form of a substantial decrease in annual credits and earnings
 21 and an overall diminution in the value of Plaintiff's acting services.

22 70. Defendants' conduct described herein is unfair, immoral, and unscrupulous,
 23 offends public policy, and has no countervailing benefit to consumers or competition when
 24 weighed against the harm caused by such practices.

25 71. Defendants' actions were malicious, intentional, oppressive, outrageous, and
 26 evidence a complete callous disregard for the rights of Plaintiff.

27 72. Plaintiff is entitled to all appropriate relief.

THIRD CAUSE OF ACTION
(Violation of Washington's Privacy Act)

1 73. This cause of action was dismissed by Court Order of March 28, 2012 (Dkt. 42),
 2 but is preserved here by Plaintiff for purposes of appeal.
 3

4 74. Plaintiff repleads and restates as if herein set forth in full all of the allegations of
 5 this Complaint.

6 75. The communication transmitting personal and credit card information by Plaintiff
 7 between her computer and Defendants over the Internet is a “private communication transmitted
 8 by a device” which was intercepted and recorded by Defendants’ servers and databases without
 9 or beyond the consent of Plaintiff.

10 76. Defendants intentionally intercepted and recorded Plaintiff’s electronic
 11 communication in violation of RCW 9.73.030 by intending to store, record, and further use
 12 Plaintiff’s personal and credit card information for unlawful purposes without Plaintiff’s consent
 13 or authorization.

14 77. The conduct of the Defendants described herein is unfair, immoral, and
 15 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
 16 competition when weighed against the harm caused by such practices.

17 78. Plaintiff has been seriously damaged as a proximate result of, and by, such
 18 misconduct as alleged herein in the form of a substantial decrease in annual credits and earnings
 19 and an overall diminution in value of Plaintiff’s acting services.

20 79. Plaintiff is entitled to all appropriate relief.

FOURTH CAUSE OF ACTION
(Violation of Washington's Consumer Protection Act)

21 80. Plaintiff repleads and restates as if herein set forth in full all of the allegations of
 22 this Complaint.

23 81. Defendants materially misrepresent the safety, security and purpose for which
 24 they gather and use the personal and credit card information of consumers who subscribe to
 25 IMDbPro.

26 82. Plaintiff relied on Defendants’ misrepresentations when deciding to subscribe to
 27

1 IMDbPro and submit her personal and credit card information.

2 83. The Defendants' conduct constitutes unfair and fraudulent business acts and
3 practices because the conduct has a tendency and is likely to deceive, and did deceive, the
4 Plaintiff and the general public in violation of Washington's Consumer Protection Act.

5 84. The conduct of the Defendants described herein is unfair, immoral, and
6 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
7 competition when weighed against the harm caused by such practices.

8 85. Plaintiff has been seriously damaged as a proximate result of, and by, such
9 misconduct as alleged herein in the form of a substantial decrease in annual credits and earnings
10 and an overall diminution in value of Plaintiff's acting services.

11 86. Defendants' actions were malicious, intentional, oppressive, outrageous, and
12 evidence a complete callous disregard for the rights of Plaintiff.

13 87. Plaintiff is entitled to all appropriate relief, including treble damages, and all costs
14 of suit, including reasonable attorneys' fees.

15 **V. PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays that this Court enter judgment in her favor as follows:

17 a. Declaring the challenged acts and practices to be unlawful;

18 b. Requiring Defendants to remove all unlawfully-obtained information from
19 Defendants' servers, databases and public websites, including but not limited to, the Plaintiff's
20 date of birth posted at www.imdb.com and other affiliated and unaffiliated websites, and forever
21 refrain from adding, reposting, and republishing such information, including such information
22 submitted to Defendants by third parties;

23 c. Enjoining and restraining Defendants from any further similar unlawful acts or
24 practices, including, but not limited to, intercepting, storing, recording, using and releasing to the
25 public or publicly associating in any manner Plaintiff's legal name, date of birth, age, address,
26 and zip code, including adding, posting, and publishing such information submitted to
27 Defendants by third parties;

28 d. Awarding Plaintiff compensatory damages in an amount to exceed \$75,000;

e. Awarding Plaintiff treble damages and the expenses of this litigation, including the fees and costs of experts and reasonable attorneys' fees and costs in accordance with the claims described herein; and

f. Granting other legal and equitable relief that the Court deems appropriate.

VI. JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated this 25th day of April, 2012.

DOZIER INTERNET LAW, P.C.

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CERTIFICATE OF SERVICE

I certify that on April 25, 2012, I electronically filed the foregoing SECOND AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF WITH JURY DEMAND with the Clerk of the Court using the CM/ECF system, thereby sending notification of such filing to the following attorneys of record.

Ashley A. Locke, Esq.
Breena Michelle Roos, Esq.
Charles C. Sipos, Esq.
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I certify under penalty of perjury that the foregoing is true and correct.

Dated this 25th day of April, 2012.

DOZIER INTERNET LAW, P.C.

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